

**OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH  
OFFICER, PURI**

**BID DOCUMENT**

**FOR**

**DISPOSABLE GOWN, DISPOSABLE DRAW SHEET & STRETCHER FOR SAMMPurNA , PURI**

Reference No. 955

Date: 08.03.2019

**Address for communication with Email ID:**

O/O- CDM & PHO, PURI, PIN-752001

Website: [www.puri.nic.in](http://www.puri.nic.in), E-Mail: [cdmopuri2012@gmail.com](mailto:cdmopuri2012@gmail.com)

[dpmupuri@gmail.com](mailto:dpmupuri@gmail.com)

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## NOTICE INVITING BID

Office of the Chief District Medical & Public Health Officer, Puri

Website: [www.puri.nic.in](http://www.puri.nic.in), E-mail: [dpmupuri@gmail.com](mailto:dpmupuri@gmail.com)

**Bid Reference No.:**

**Date: 08/03/2019**

Bids are invited from eligible firms/company/agency/suppliers/distributers to supply the **DISPOSABLE GOWN, DISPOSABLE DRAW SHEET & STRETCHER FOR SAMMPurNA PURI** as per the details in **Annexure-I** and as per the particulars mentioned below:

Sl. No.	Particulars	Date and Time	
1.	Date of release of bid	08.03.2019	
2.	Last date & time for submission of bid	19.03.2019, 4 pm	Office of the CDM & PHO, PURI
3.	Date & time of Technical bid opening	19.03.2019, 5 pm	Venue: Conference Hall, Office of the CDM & PHO, PURI
4.	Date of opening of Price Bid		

The bid document with all information relating to the bidding process including the cost of bid document, EMD, Eligibility criteria and terms & conditions are available in the district website: [www.puri.nic.in](http://www.puri.nic.in). The last date of submission of bid is on or before **19.03.2019 by 4 pm** to the O/o- CDM&PHO, PURI through Speed Post/Regd. Post/Courier only. The bid document should be super scribed with "**DISPOSABLE GOWN, DISPOSABLE DRAW SHEET & STRETCHER FOR SAMMPurNA, Puri**". The Authority reserves the right to accept/ reject any part thereof or all the bids without assigning any reason thereof.

CDM & PHO, Puri

**SECTION – I**

**GENERAL INFORMATION ABOUT TENDER**

## 1. Background

Chief District Medical & Public Health Officer, PURI is inviting bids to supply **DISPOSABLE GOWN, DISPOSABLE DRAW SHEET & STRETCHER FOR SAMMPurNA, PURI** (see **Annexure-I** for details). This agreement describes the terms and conditions under which the agency (successful bidder to whom contract is awarded) agrees upon to supply the Equipments.

### Note:

All products shall be owned by the Chief District Medical & Public Health Officer, PURI and provided to the agency (successful bidder to whom contract is awarded) to supply the Equipments under the terms and conditions of this contract.

## 2. DESCRIPTION & DIRECTIVES

Chief District Medical & Public Health Officer, PURI [hereinafter referred as Tender Inviting Authority unless the context otherwise requires] invites sealed bids for supplying Equipments to ~~Deliver Points~~ as per **Annexure-I(01- DISPOSABLE GOWN 02-DISPOSABLE DRAW SHEET ,03- STRETCHER for FOR SAMMPurNA)**

## 3. OTHER RELEVANT INFORMATION

- a) Tender Type : Manual Tender, 2 envelopes System - one labeled as Technical Bid and the other one as Financial Bid.
- b) Mode of Operation : To be decided by the Chief District Medical & Public Health Officer, Puri
- c) Nature of work : Supply of Equipments
- d) Cost of Tender Paper : **Rs. 2000/-** (Rupees three thousand, inclusive of GST) in the form of Demand Draft/ Pay Order in favour of **ZSS NON NRHM, PURI**, payable at PURI from any Nationalized/ Scheduled Bank. (Tender paper can be downloaded from district website [www.PURI.nic.in](http://www.PURI.nic.in) and should be enclosed as cost of tender paper).

f) EMD : **Rs.10,000/-** (Rupees twelve thousand) in form of Demand Draft/ Pay Order in favour of **ZSS NON NRHM, PURI** , payable at PURI from any Nationalized / Scheduled Bank.

g) Important Dates : Tender Release:08.03.2019

**Last date & time for bid submission: 19.03.2019 by 04 PM** to the

O/o-CDM & PHO, PURI through Speed Post/Regd.  
Post/ Courier only.

Bid Opening: 19.03.2019, 5.00 PM in Conference Hall, Office of the

CDM & PHO, PURI

h) Validity of Bid : 180 days from the date of bid submission

i) Address for Communication: **Office of the CDM & PHO, PURI , PIN -752001**

**E-mail: dpmupuri@gmail.com**

**Note:**

The bidders shall be solely responsible for checking the website [www.puri.nic.in](http://www.puri.nic.in) for any addendum/amendment issued subsequent to the release of bid document and take into consideration the same while preparing and submitting the bids.

**SECTION – II**

**SPECIFIC INFORMATION FORBIDDERS**

## 1. ELIGIBILITY CRITERIA

The interested Bidders shall have to comply to the following criteria to participate in the tendering process –

- a. Authorization certificate in case of Authorized distributor/ Manufacturing license in case of Manufacturer/ Import license in case of Importer.
- b. Must have all relevant statutory documents such as Registration Certificate of firm, PAN Card, GST Registration Certificate along with the following:
  - i. Valid ISO certificate if any
  - ii. Valid Drug License in case of supply of Drugs.
  - iii. CE /US FDA /IEC certificates of the manufacturer as per technical specification if any
- c. Financial Statement of last three financial year duly certified by Chartered Accountant. and the average annual turnover should not be less than Rs. 03.00 Crore of last 3 conjugative year with audit report. (Report on the financial standing of the Bidder such as Turnover Statement, duly certified by a Chartered Accountant, as in Annexure-II for the Financial Years 2015-16, 2016-17 & 2017-18 to be furnished. Provisional Turnover shall not be considered.)
- d. End users certificate should be issued from concern authority of the different institutions for the year 2015, 2016, 2017 & 2018 in name of distributor. Again the applicant should be submitted the END users/Market standing certificate from the concern authority that the distributor has supplying them the medical instrumenets, equipments ,BMW articles and bedding clothing etc.
- e. The bidder should have minimum 5 to 10 years experience of the required items which is mention in end users certificate from the concern authority. Minimum 10 nos end users certificate from last 5years with 5 to 10 nos order copies of each year for last 5 years. The bidder should be a GST registered in state of odisha only.
- f. Income Tax Clearance certificate for the last three FY.
- g. Performance certificate of last three years supply to Govt. institution along with Order copy. Without order copy performance certificate is not valid.
- h. Sample or Technical Brochure of the items quoted. There are few items having no technical specification (prototype enclosed) which will be finalized by the Purchase committee after verification of samples or technical brochures.
- i. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/ administrative/ techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in a Rs. 10/- stamp paper in the format prescribed at **Annexure III**. The bidder should not be involved in any criminal or civil suit. If the bidder is involved in any criminal or civil suit, then details of all such suits should be submitted. The Tender Inviting Authority reserves the right to consider/ not consider any offer based on the gravity/ implication of suits pending against the bidder.
- j. The Original Tender Booklet with Conditions and the schedules signed by the bidder at the bottom of each page with his official seal duly affixed.

## 2. TENURE OF THE CONTRACT

- a. The contract shall be awarded for a period of **one year** from the date of signing of contract.
- b. In the event of the contract being terminated by the Tender Inviting Authority before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the Performance Security of the agency shall be liable to be forfeited.

## 3. IMPORTANT NOTES FOR BIDDERS:

- a. EMD will be refunded to the unsuccessful bidders once the successful bidder submits the Performance Security and signs the contract.
- b. EMD will be refunded to the successful bidder after submission of the required Performance Security.
- c. In case of unwillingness of L1 bidder to enter into contract or bid withdrawal in any form, the EMD submitted by the bidder will be liable for forfeiture and the Tender Inviting Authority will have the right to proceed for a contract with the next lowest responsive bidder.

## 4. BIDDING PROCESS

The bidder should submit its proposal in two envelopes - "Envelope A" and "Envelope B". Envelope A should include qualification documents and Envelope B should contain financial offer. Documents to be submitted in the respective envelopes are as follows:-

### A. TECHNICAL BID - ENVELOPE A:

The Bidders have to submit following documents in their technical bids with page references-

Sl. No.	Particulars	Page No.
1.	Cost of Tender Paper	
2.	EMD	
3	Self-attested copy of Authorization certificate in case of Authorized distributor/ Manufacturing license in case of Manufacturer/ Import license in case of Importer	
4.	Self-attested copy of GST Registration Certificate	
5.	Self-attested copy of PAN card	
6.	Turnover Certificate as per <b>Annexure-II</b>	
7.	Income Tax Clearance certificate for the last three FY	

8.	Performance certificate of last three years supply to Govt. Institution along with Order copy	
9.	User certificate from the concerned Institution for the last three year	
10.	Declaration as per <b>Annexure-IV</b>	
11.	General Details of the Bidder as per <b>Annexure-V</b>	
12.	Bank Details of the bidder as follows –  a. Name of the Bank and Branch b. Type of Account - Savings/ Current c. Bank Account No. d. IFS Code	

**LIST OF ITEM(S) QUOTED (TO BE ENCLOSED IN ENVELOPE FOR TECHNICAL BID)**

Sl. No.	Name of Item(s)	Category (01- DISPOSABLE GOWN 02- DISPOSABLE DRAW SHEET ,03- STRETCHER for FOR SAMMPurNA))	Name of Manufacturer	Make	Model Name	*Details of offered product at Page No.(s)
1	DISPOSABLE GOWN	Manufactured by An ISO 9001:2008 & CE certified company Surgeon Gown: 40 GSM PPSB Opening both side front and back Gown have attached ties Tissue –Poly –Tissue ,3 play material, size: Gown 30*40"				
2	DISPOSABLE DRAW SHEET	Disposable made of SMS cloth. Made of good quality interlining fabric with 40 GSM Capacity, Water Proof, Provide with double packing, Size 120cm *120cm, The fabric composite is strong, anti-microbial ,Anti-Static flame resistant, stain, odor and fluid resistant. The material made of high grade, soft texture, top quality and skin friendly.				
3	STRETCHER					

Signature of the Bidder

**B. FINANCIAL BID - ENVELOPE 'B'**

The Bidders have to submit the financial bids in the format prescribed below. This format should be properly filled in, put into a separate envelop, sealed properly and clearly marked as **"Envelope B: Financial Bid for DISPOSABLE GOWN, DISPOSABLE DRAW SHEET, STRETCHER for FOR SAMMPurNA"**.

Sl. No.	Name of the Equipment	Category 2. (01- DISPOSABLE GOWN 02- DISPOSABLE DRAW SHEET ,03- STRETCHER for FOR SAMMPurNA)	Specification	Quantity	Rate/ Price per Quantity	GST	Total Cost (Rs.)
1	2	3	4	5	6	7	8
<b>Total (in Figure)</b>							
<b>Total (Rs.....) only</b>							

- (i) **Exact quantity will** be intimated before signing of contract.
- (ii) The Total Cost as at Column 8 above is for evaluation purpose only. However, contract will be on per piece per quantity basis.
- (iii) Rates should be inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges etc. and exclusive of GST.
- (iv) GST to be quoted (item wise) in separate column No.07.

**Note:**

Both Envelope A and Envelope B should be put into a bigger envelope and sealed. The envelope should be superscripted on top with the tender reference number and addressed to Chief District Medical & Public Health Officer, Puri. **There is no system of receipt of bids through drop box or by hand. The bids shall be received only through registered post/ speed post/ courier service.** The Tender Inviting Authority shall not be responsible for any postal delay.

Both Cover-A and Cover-B should have an index and page number of all the documents submitted inside that cover.

## 5. EVALUATION AND SELECTION

- a) The bids shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Bids shall be opened of those bidders who will qualify in the technical evaluation.
- c) Financial Bids shall be opened in the presence of the technically qualified bidders/ their representatives, who choose to attend in person at the address given below –

Office of the Chief District Medical & Public Health Officer

PURI, PIN - 752001

**Date of Opening of Financial Bids shall be communicated to the technically qualified bidders.**

## 6. AWARD OF CONTRACT:

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has quoted the lowest evaluated total cost (**Total of Col. 8 of Financial Bid**).
- b) The Total Cost as at Column 8 above is for evaluation purpose only. However, contract will be per piece per quantity basis.**
- c) In case more than one bidder has quoted the same lowest total cost, the bidder having highest average annual turnover among them will be considered for award of contract.
- d) Intimation of offer for contract will be given by letter/ e-mail. The concerned bidder will have to acknowledge the same and submit the acceptance with the agreement document & Performance Security within 10 days of receipt of such intimation. In case of non-acceptance of agreement, the Tender Inviting Authority may proceed to the next lowest evaluated Bidder.

## 7. PERFORMANCE SECURITY:

- a) Performance Security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the agency.
- b) 10% of the Purchase order value excluding GST will be retained as Performance Security deposit **from** the successful Bidder in form of a Demand Draft/ Bank Guarantee which will be returned after 180 days from the date of supply of the items supplied. In case of breach of contract by the agency, the Performance Security shall be forfeited. If the agency duly performs and completes the contract in all respect, the Performance Security shall be returned without any interest on completion of all such obligations under the contract.

**SECTION – III**

**CONDITIONS OF CONTRACT**

## **1. CONTRACT MANAGEMENT**

### **a. Risk and Ownership**

#### **i. Liability of damages and losses**

1. The agency bears the risk of loss for goods while in transit. The agency shall arrange for appropriate insurance for such goods in transit, the cost of which shall be deemed to be included in the rates set forth in the financial Bid.
2. In case of loss or damage to the goods in transit, amount equivalent to value of such goods will be deducted from the payment to be made to the agency. If value of damaged goods is more than 10 % of total consignment, then additional penalty of 20 % on value of damaged goods will also be levied.
3. The agency shall not be liable for any loss or damage to the extent such is due to a force majeure event, as defined in "FORCE MAJEURE" section of this agreement or an act or default of the Office of the Chief District Medical & Public Health Officer, PURI .

#### **ii. Force Majeure**

If through "Force Majeure" (Government embargos, wars, blockages, revolutions, insurrections, mobilizations, strikes, lockouts, riots, other extraordinary civil disturbances, and/or an act of God) where one or both of the contracting parties are unable to perform their obligations under the terms of this contract; then it shall be considered cancelled and no penalties shall be attached to the parties.

#### **iii. Indemnity**

The agency agrees that it shall protect, defend, indemnify and hold harmless to the Office of the Chief District Medical & Public Health Officer, PURI from and against all liabilities, losses, costs, damages, expenses, claims, attorneys' fees and disbursements of any kind or of any nature whatsoever imposed upon the Office of the Chief District Medical & Public Health Officer, PURI , whether incurred directly or indirectly by the Office of the Chief District Medical & Public Health Officer, PURI by virtue of, or in connection with, or arising out of any:

1. Failure of the agency to maintain appropriate licenses to carry out the purposes of this agreement, resulting in the inability to, among other things, ship products for the Office of the Chief District Medical & Public Health Officer, PURI ;
2. Claims made by any employee or agent of the agency or by any operation of the agency related to agency's provisions of transportation services to the Office of the Chief District Medical & Public Health Officer, PURI under the terms of this agreement, including any claim by agency's personnel that they are employees of the Office of the Chief District Medical & Public Health Officer, PURI for any purpose;

## **b. Penalty & Termination**

### **i. Penalty Clause:**

1. The Tender Inviting Authority may also terminate the contract in case of prolonged/ frequent unsatisfactory service, breach of Terms & Conditions and non-compliance by the agency of the instructions given by the Office of the Chief District Medical & Public Health Officer, PURI . **In case of termination of the contract, Performance Security deposited by the agency shall be forfeited.**

### **ii. Termination**

Without prejudice to any other remedies that the Office of the Chief District Medical & Public Health Officer, PURI and its designated agents may have against the agency and its agents, the Office of the Chief District Medical & Public Health Officer, PURI shall have the right at any time by giving notice in writing to the agency to terminate the agreement forthwith in any of the following events:

#### **1. On breach**

In case of non-compliance of prescribed quality norms, breach of contractual terms and repeated concerns regarding service quality.

#### **2. On liquidation or insolvency of the Agency**

If at any time the agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted by any court of law, the Office of the Chief District Medical & Public Health Officer, PURI will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

#### **3. On prevention of performance of duties**

The Office of the Chief District Medical & Public Health Officer, PURI shall have the right to terminate this Agreement immediately on notice to agency, if, in the reasonable judgment of the Office of the Chief District Medical & Public Health Officer, PURI , the agency has failed to provide Equipment & Aids with the required standards.

#### **4. On Prejudicial conduct**

If the agency is guilty of any conduct which in the opinion of the Office of the Chief District Medical & Public Health Officer, PURI is prejudicial to the interests of the Office of the Chief District Medical & Public Health Officer, PURI .

### **c. General Provisions**

#### **i. Subletting**

The agency shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval from the Office of the Chief District Medical & Public Health Officer, PURI . In case the agency contravenes this condition, the Office of the Chief District Medical & Public Health Officer, PURI shall be entitled to place the contract elsewhere at the risk and cost of the agency and all expenses borne on this account shall be recovered from the agency.

#### **ii. Illegal Gratification**

1. Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the agency or his partner or agent or servant or any one of his authorized representative from the users of the Office of the Chief District Medical & Public Health Officer, PURI shall in addition to any criminal liability that the agency may incur, entitle the Office of the Chief District Medical & Public Health Officer, PURI rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by the Office of the Chief District Medical & Public Health Officer, PURI .
2. The agency shall not lend to or borrow from or have or enter into any monetary dealing or transaction either directly or indirectly with any employee of the Office of the Chief District Medical & Public Health Officer, PURI and if he shall do so, the Office of the Chief District Medical & Public Health Officer, PURI shall be entitled forthwith to rescind the contract.
3. Any question or dispute as to the commission of any offence or compensation payable to the Office of the Chief District Medical & Public Health Officer, PURI under these clauses shall be settled by the designated officer of the Office of the Chief District Medical & Public Health Officer, PURI in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

### **3. PAYMENT TERMS**

1. The agency shall issue an invoice to the Office of the CDM & PHO, PURI for the services rendered under this agreement along with the requisite documents.
2. No advance payment shall be made to the agency. Full payments will be made upon presentation of original signed and stamped Invoices.
3. Payment shall be made through RTGS/ Cheque /e-payment system.

#### **4. RESOLUTION OF DISPUTES**

- If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their disputes or differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided and the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

#### **Applicable Law and Jurisdiction of Courts**

- The contract shall be governed by and interpreted in accordance with the laws of India.
- All disputes arising out of this bid will be subject to the jurisdiction of courts of law in PURI / High Court of Odisha.